



L-04-003

Contract # 3157  
(Obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

**2. Amendments/Change Orders**

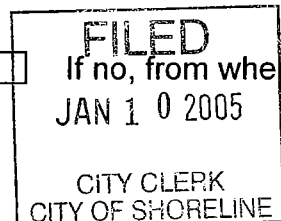
- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

**CONTRACT DESCRIPTION****Contract Originator:** Robert Olander**Department/Division:** City Manager's Office**Date:** 11/23/2004

**Type of Contract:** ☐ (C) Building Construction ☐ (L) Lease Agreement ☐ (I) Intergov't Agreement  
☒ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other  
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

**CONTRACT TITLE:** Second Amendment to Interlocal Agreement for Housing of Inmates**Brief Description of Services:** Housing of inmates by Yakima County Department of Corrections and Security**Contract Modification:** Has the original contract boilerplate language been modified? ☐ N ☐ Y If yes, list which sections have been modified.**Bid/RFP Number:** \_\_\_\_\_**Name of Consultant/Contractor** Yakima County**Effective Date:** 11/22/2004**Termination Date:** 12/31/2010**Total Amount of Contract:****OrgKey # & Object #**

(including reimbursable expenses)

**J/L # (if required)**Is there sufficient funds in the current budget to cover this contract? ☐ Y ☐ NIf no, from where  
JAN 10 2005**Payment Terms** (monthly installments, progress payments, etc.):**Remarks:****SIGNATURE ROUTING:**

- ☐ 1. Project Manager/Director
- ☐ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature (only send contract documents)
- ☐ 5. City Council

Approval (if required)

(mo/day/year)

FPC 11/23/04

- ☒ 6. City Manager (if required)
- ☐ 7. Dept. Director (if authorized)
- ☐ 8. City Clerk
- ☐ 9. Purchasing

**Date**11/23/041/10/051960  
1985  
1986

## SECOND AMENDMENT TO

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Second Amendment") is entered into and is effective the 31st day of December 2004 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and

Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and

Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;

NOW THEREFORE, the Parties agree as follows:

1. Section 3 of the Addendum is amended in its entirety as follows:

**DURATION:** The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31,

2010. Thereafter, this Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

2. Section 7c of the Agreement is amended in its entirety as follows:

(c) **Billing and Payment.** Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving care from Yakima County, the case or citation number, and the number of days of care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Bed Maintenance Fee and the Medical Premium (hereinafter "Daily Fee") of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each City's individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within thirty (30) days from the date the statement is received. Payments not received by the 30th day shall bear interest at the rate of 1 % per month until payment is received.

3. A new Section 7d of the Agreement is added as follows:

a. **Reconciliation:** Effective October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the City's minimum daily bed commitment as provided in Attachment A to this Second Addendum and the City's actual Average Daily Population (ADP) for the quarter). The rate for the unused beds will be the Bed Maintenance Fee as provided in Section 6 (a) of this Second Amendment below, except a portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee are as provided in Attachment B (Unused Bed Allocation Chart created by the Cities).

b. Yakima County will annually reconcile each City's unused beds (the difference between the City's Minimum Bed Commitment and the City's actual ADP per quarter) on a calendar year basis. Through the annual reconciliation process, Yakima County will provide credits in the fourth quarter bill to each city to the extent that the actual annual ADP paid exceeds the City's Minimum Bed Commitment up to the fee paid by said city per quarter for unused beds. If a City's annual ADP exceeds the annual minimum daily bed commitment ( hereinafter "net overage") Yakima County will allocate the total net overage as a credit on a pro rata basis to those Cities whose annual ADP did not meet their annual minimum daily bed commitment. If a City did not fully use their share of the Reduced Rate Fee beds as specified in Attachment B, those beds will be allocated on a pro rata basis to Cities that did not meet their Minimum Bed Commitment. The Cities will provide Yakima County with the appropriate allocation to each city of credits and division of the annual reconciliation bill for unused beds based on separate agreement among the Cities. Attachment C shows a method for this annual reconciliation. Reconciliation payments, both quarterly and annual will be due 30 days from the date the

billing is received. There will be no interest payments charged on any 2003 or 2004 Reconciliation bills issued prior to the effective date of this addendum.

**c. 2003 Reconciliation:**

The 2003 reconciliation will be based on Section 7 (d) of the Agreement and Section 6 (a) of the Addendum. Under this agreement, Cities will pay \$568,391 to Yakima for the fourth quarter 2003 reconciliation pursuant to Cities Allocation Agreement. (Attachment C shows the method for the payment by individual cities of the unused beds for the 2003 Reconciliation). There will be no interest payments charged on the 2003 Reconciliation, provided 2003 reconciliation is paid within 30 days of receipt of billing.

Section 6 of the Addendum is hereby amended in its entirety to provide as follows:

a. Daily Fee. In consideration of Yakima County's commitment to provide care for City Inmates, the Cities agree to pay Yakima County fees for the housing and care of each City Inmate, as provided in this Amendment as follows:

| Year | Bed Maintenance Fee | Medical Premium | Reduced Rate Fee |
|------|---------------------|-----------------|------------------|
| 2002 | \$51.00             | \$5.00          |                  |
| 2003 | \$53.55             | \$5.25          | \$27.75          |
| 2004 | \$56.23             | \$5.51          | \$27.75          |
| 2005 | \$59.04             | \$5.79          | \$28.45          |
| 2006 | \$61.99             | \$6.08          | \$29.19          |
| 2007 | \$65.09             | \$6.38          | \$29.96          |
| 2008 | \$68.34             | \$6.70          | \$30.77          |
| 2009 | \$71.76             | \$7.04          | \$31.62          |
| 2010 | \$75.35             | \$7.39          | \$32.51          |

1. Yakima County shall not charge a booking fee or any other fees in connection with the care of City Inmates except as specifically provided in the Interlocal Agreement between Yakima County and Cities, as amended.
2. Effective October 1, 2003, the Cities shall pay the Bed Maintenance Fee set forth in Paragraph 2 above on 340 beds, even if they are unused and for all inmates exceeding the 340 bed Cities Inmate population.
3. Effective October 1, 2003, the Cities shall pay the Reduced Rate Fee in Paragraph 2 above for each unused bed exceeding 340 up to a maximum of the 440 bed commitment. Provided however, that payment for unused beds exceeding 340 shall not be required for any period of time when the total Yakima County jail population (including all contract inmates) exceeds 1,500. At such time, Yakima County shall not charge Cities for unused beds. Yakima County intends to use the Reduced Rate Fees solely for debt service payments and operational costs related to Yakima County Department of Corrections and

Security. At the end of each year, Yakima County will provide an annual report which shows the cost of debt service payments and operational costs for Yakima County Department of Corrections and Security exceeds the total Reduced Rate Fees collected.

4. Medical Premium:

- A. Yakima County shall pay for all medical, dental and psychiatric (including therapeutic) costs as authorized in this Addendum of the City's Inmates in exchange for the above listed Medical Premium.
- B. Effective October 1, 2003, Cities will pay the Medical Premium per City Inmate only on used beds. The Medical Premium shall not be paid on unused beds.
- C. Yakima County shall be permitted to use the Medical Premiums for psychiatric services including in-custody therapeutic services which 1) are court ordered, or 2) a) meet a Diagnostic Statistical Manual IV Diagnosis, and b) are deemed medically necessary by a Mental Health Professional and c) for which the inmate agrees to treatment. Medical Premiums shall not be used for psychiatric services which do not meet the conditions above except where such services are approved by the City in writing prior to the service being rendered.
- D. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric or dental service provided. Yakima County will provide detailed information regarding the description and total cost of therapeutic services and the approximate proportionate share of use of the services consumed by Cities inmates. In-custody therapeutic costs for Cities will be calculated by applying the percentage of the Cities' inmates proportionate share of use of the services provided by Yakima County's behavioral health service provider, which is currently Central Washington Comprehensive Mental Health, to the actual cost of the total contract for Yakima County's behavioral health service provider.
- E. Each quarter Yakima County shall send to the Cities an accounting of the Medical Premium Fund.
- F. In the event Yakima County's actual authorized medical, psychiatric, and dental costs for a quarter exceed the funds available in the Medical Premium fund at the close of the quarter, the Cities agree to compensate Yakima County for all said costs exceeding the funds available at the end of the quarter within 30 days following receipt of said medical billing.
- G. Upon the effective date of this Second Amendment, Yakima County shall have and shall maintain a Pharmacy Agreement or in-house pharmacy.

H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

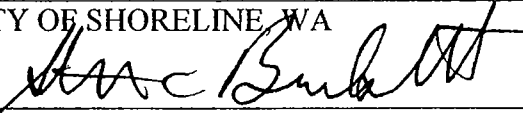
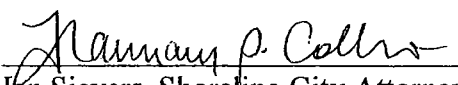
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| <p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: _____<br/>Ronald F. Gamache, Chairman</p> <p>By: _____<br/>James M. Lewis, Commissioner</p> <p>By: _____<br/>Jesse S. Palacios, Commissioner</p> | <p>ATTEST:</p> <p>_____<br/>Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____<br/>Ronald S. Zirkle<br/>Yakima County Prosecuting Attorney</p> |
| <p>CITY OF ALGONA, WA</p> <p>By: _____<br/>Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>George Kelley, Algona City Attorney</p>   |
| <p>CITY OF AUBURN, WA</p> <p>By: _____<br/>Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Daniel B. Heid, Auburn City Attorney</p>  |
| <p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____<br/>Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Wayne Stewart, Town Attorney</p>  |
| <p>CITY OF BELLEVUE, WA</p> <p>By: _____<br/>Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Lori Riordan, Acting City Attorney</p>  |
| <p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____<br/>Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>   | <p>Approved as to Form:</p> <p>_____<br/>Loren D. Combs, City Attorney</p>   |

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| CITY OF BOTHELL, WA<br><br>By: _____<br>Jim Thompson, City Manager<br>Estimated ADP: _____     | Approved as to Form:<br><br>_____<br>Michael E. Weight, Bothell City Attorney   |
| CITY OF BURIEN, WA<br><br>By: _____<br>Gary P. Long, City Manager<br>Estimated ADP: _____      | Approved as to Form:<br><br>_____<br>Lisa Marshall, Burien City Attorney        |
| CITY OF CARNATION, WA<br><br>By: _____<br>Woody Edvalson, City Manager<br>Estimated ADP: _____ | Approved as to Form:<br><br>_____<br>Phil A. Olbrechts, Carnation City Attorney |
| CITY OF CLYDE HILL, WA<br><br>By: _____<br>George S. Martin, Mayor<br>Estimated ADP: _____     | Approved as to Form:<br><br>_____<br>Clyde Hill City Attorney                   |
| CITY OF COVINGTON, WA<br><br>By: _____<br>Andy Dempsey, City Manager<br>Estimated ADP: _____   | Approved as to Form:<br><br>_____<br>Duncan C. Wilson, Covington City Attorney  |
| CITY OF DES MOINES, WA<br><br>By: _____<br>City Manager<br>Estimated ADP: _____                | Approved as to Form:<br><br>_____<br>Des Moines City Attorney                   |
| CITY OF DUVALL, WA<br><br>By: _____<br>Becky Nixon, Mayor<br>Estimated ADP: _____              | Approved as to Form:<br><br>_____<br>John L. O'Brien, Duvall City Attorney      |
| CITY OF FEDERAL WAY, WA<br><br>By: _____<br>David H. Moseley, City Manager                     | Approved as to Form:<br><br>_____<br>Federal Way City Attorney                  |

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| Estimated ADP: _____  |  |
| CITY OF ISSAQUAH, WA<br><br>By: _____<br>Ava Frisinger, Mayor<br>Estimated ADP: _____                 | Approved as to Form:<br><br>_____<br>Wayne D. Tanaka, Issaquah City Attorney             |
| CITY OF KENMORE, WA<br><br>By: _____<br>Stephen L. Anderson, City Manager<br>Estimated ADP: _____     | Approved as to Form:<br><br>_____<br>Michael R. Kenyon, Kenmore City Attorney            |
| CITY OF KIRKLAND, WA<br><br>By: _____<br>David Ramsay, City Manager<br>Estimated ADP: _____           | Approved as to Form:<br><br>_____<br>Gail Gorud, Kirkland City Attorney                  |
| CITY OF LAKE FOREST PARK, WA<br><br>By: _____<br>David R. Hutchinson, Mayor<br>Estimated ADP: _____   | Approved as to Form:<br><br>_____<br>Michael P. Ruark, Lake Forest Park<br>City Attorney |
| CITY OF MAPLE VALLEY, WA<br><br>By: _____<br>John F. Starbard, City Manager<br>Estimated ADP: _____   | Approved as to Form:<br><br>_____<br>Maple Valley City Attorney                          |
| CITY OF MEDINA<br><br>By: _____<br>Douglas J. Schulze, City Manager<br>Estimated ADP: _____           | Approved as to Form:<br><br>_____<br>Kirk R. Wines, Medina City Attorney                 |
| CITY OF MERCER ISLAND, WA<br><br>By: _____<br>Richard M. Conrad, City Manager<br>Estimated ADP: _____ | Approved as to Form:<br><br>_____<br>Londi K. Lindell, Mercer Island City Attorney       |



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| CITY OF NEWCASTLE, WA<br><br>_____<br>Andrew J. Takata, City Manager<br>Estimated ADP: _____          | Approved as to Form:<br><br>_____<br>Newcastle City Attorney                           |
| CITY OF NORMANDY PARK, WA<br><br>By: _____<br>Merlin MacReynold, City Manager<br>Estimated ADP: _____ | Approved as to Form:<br><br>_____<br>Susan Rae Sampson, Normandy Park<br>City Attorney |
| CITY OF NORTH BEND, WA<br><br>By: _____<br>Joan Simpson, Mayor<br>Estimated ADP: _____                | Approved as to Form:<br><br>_____<br>Michael R. Kenyon, North Bend City Attorney       |
| CITY OF PACIFIC, WA<br><br>By: _____<br>Howard Erickson, Mayor<br>Estimated ADP: _____                | Approved as to Form:<br><br>_____<br>Bruce Disend, Pacific City Attorney               |
| CITY OF REDMOND, WA<br><br>_____<br>Rosemarie Ives, Mayor<br>Estimated ADP: _____                     | Approved as to Form:<br><br>_____<br>Redmond City Attorney                             |
| CITY OF RENTON, WA<br><br>By: _____<br>Kathy Keolker-Wheeler, Mayor<br>Estimated ADP: _____           | Approved as to Form:<br><br>_____<br>Lawrence J. Warren, Renton City Attorney          |
| CITY OF SAMMAMISH, WA<br><br>By: _____<br>Ben Yazici, City Manager<br>Estimated ADP: _____            | Approved as to Form:<br><br>_____<br>Bruce Disend, Sammamish City Attorney             |
| CITY OF SEATAC, WA<br><br>By: _____   | Approved as to Form:<br><br>_____  |

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| _____, City Manager<br>Estimated ADP: _____  | Robert L. McAdams, SeaTac City Attorney   |
| CITY OF SEATTLE, WA<br><br>By: _____<br>Gregory J. Nickels, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Thomas A. Carr, Seattle City Attorney  |
| CITY OF SHORELINE, WA<br>By: <br>Steven Burkett, City Manager<br>Estimated ADP: _____ | Approved as to Form:<br><br>Flannery Collins, Shoreline City Attorney<br>Flannery Collins Assistant |
| CITY OF SKYKOMISH, WA<br><br>By: _____<br>Skip Mackner, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Skykomish City Attorney  |
| CITY OF SNOQUALMIE, WA<br><br>By: _____<br>Randy Fuzzy Fletcher, Mayor<br>Estimated ADP: _____   | Approved as to Form:<br><br>_____<br>Pat Anderson, Snoqualmie City Attorney   |
| CITY OF TUKWILA, WA<br><br>By: _____<br>Steve Mullet, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Robert F. Noe, City Attorney   |
| CITY OF WOODINVILLE, WA<br><br>By: _____<br>Pete Rose, City Manager<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Wayne D. Tanaka, Woodinville City Attorney   |
| TOWN OF YARROW POINT<br><br>By: _____<br>Jeanne R. Berry, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Wayne Stewart, Yarrow Point Town Attorney  |

STATE OF WASHINGTON )

) ss.  
COUNTY OF King )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Steve Brakett, to me known to be the City Manager/Mayor of the City/Town of Shoreline, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this 10<sup>th</sup> day of January, 2002.5 <sup>PM</sup>

Sharon Mattioli

(notary signature)

Sharon Mattioli

(typed/printed name of notary)

Washington

Notary Public in and for the State of

My commission expires: 8/9/06

Interlocal to be filed with the Yakima County Auditor

**CERTIFICATION**

I, THE UNDERSIGNED, SCOTT PASSEY, DEPUTY CITY CLERK OF THE CITY OF SHORELINE, WASHINGTON. CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF 2nd Amendment to

Interlocal Agreement w/ Yakima County

SUBSCRIBED AND SEALED THIS 10<sup>th</sup> DAY OF January 2005

Scott Passey  
SCOTT PASSEY  
DEPUTY CITY CLERK

**Attachment A**  
**Minimum Daily Bed Commitment by City**

| <b>City</b>      | <b>Yakima<br/>Commitment</b> |
|------------------|------------------------------|
| Algona           | 3.0                          |
| Auburn           | 88.5                         |
| Bellevue         | 27.0                         |
| Bothell          | 2.0                          |
| Burien           | 4.0                          |
| Covington        | 2.4                          |
| Des Moines       | 17.0                         |
| Duvall           | 1.0                          |
| Federal Way      | 29.0                         |
| Issaquah         | 2.0                          |
| Kenmore          | 3.0                          |
| Kirkland         | 12.5                         |
| Lake Forest Park | 2.5                          |
| Medina           | 0.7                          |
| Mercer Island    | 4.0                          |
| Normandy Park    | 0.4                          |
| North Bend       | 2.0                          |
| Redmond          | 20.0                         |
| Renton           | 27.0                         |
| Sammamish        | 1.5                          |
| SeaTac           | 4.1                          |
| Seattle          | 155.0                        |
| Shoreline        | 18.0                         |
| Snoqualmie       | 1.0                          |
| Tukwila          | 11.0                         |
| Woodinville      | 1.5                          |
| <b>Total</b>     | <b>440.1</b>                 |

**Attachment B**  
**Initial Allocation of 100 Reduced Rate Beds**

| <b>Agencies</b>  | <b>Yakima<br/>Commitment</b> | <b>%<br/>Share</b> | <b>Initial<br/>100 Bed<br/>Distribution</b> |
|------------------|------------------------------|--------------------|---|
| Algona           | 3.0                          | 0.7%               | 0.7   |
| Auburn           | 88.5                         | 20.1%              | 20.1  |
| Bellevue         | 27.0                         | 6.1%               | 6.1   |
| Bothell          | 2.0                          | 0.5%               | 0.5   |
| Burien           | 4.0                          | 0.9%               | 0.9   |
| Covington        | 2.4                          | 0.5%               | 0.5   |
| Des Moines       | 17.0                         | 3.9%               | 3.9   |
| Duvall           | 1.0                          | 0.2%               | 0.2   |
| Federal Way      | 29.0                         | 6.6%               | 6.6   |
| Issaquah         | 2.0                          | 0.5%               | 0.5   |
| Kenmore          | 3.0                          | 0.7%               | 0.7   |
| Kirkland         | 12.5                         | 2.8%               | 2.8   |
| Lake Forest Park | 2.5                          | 0.6%               | 0.6   |
| Medina           | 0.7                          | 0.2%               | 0.2   |
| Mercer Island    | 4.0                          | 0.9%               | 0.9   |
| Newcastle        | 0.0                          | 0.0%               | 0.0   |
| Normandy Park    | 0.4                          | 0.1%               | 0.1   |
| North Bend       | 2.0                          | 0.5%               | 0.5   |
| Redmond          | 20.0                         | 4.5%               | 4.5   |
| Renton           | 27.0                         | 6.1%               | 6.1   |
| Sammamish        | 1.5                          | 0.3%               | 0.3   |
| SeaTac           | 4.1                          | 0.9%               | 0.9   |
| Seattle          | 155.0                        | 35.2%              | 35.2  |
| Shoreline        | 18.0                         | 4.1%               | 4.1   |
| Snoqualmie       | 1.0                          | 0.2%               | 0.2   |
| Tukwila          | 11.0                         | 2.5%               | 2.5   |
| Woodinville      | 1.5                          | 0.3%               | 0.3   |
| <b>Total</b>     | <b>440.1</b>                 | <b>100.0%</b>      | <b>100.0</b>                                |

Note: as part of the annual reconciliation, reduced rate beds initially allocated to cities that only need part or none of their share will be reallocated to the remaining cities.

# Attachment C - Table

## 2003 Reconciliation and Payment of Unused Beds and Method for Annual Allocation and Reconciliation of Unused Beds

Allocation of All Unused Beds - Including 100 beds at Reduced Rate  
Final Year End Reconciliation  
2003 4th Quarter

| Agencies         | EADP<br>Yakima<br>Commitment | 2003<br>4th Qtr<br>ADP | Over/<br>(Under) | Step 1<br>EADP<br>Cities <<br>Their Bed<br>Commitment | %<br>Share    | Surplus<br>Beds | Revised<br>Over/<br>(Under) | Step 2<br>Preliminary<br>100 Bed<br>Distribution | Surplus<br>Beds | EADP<br>Cities Still <<br>Their Bed<br>Commitment | Allocate<br>Surplus<br>Beds | Final<br>100 Bed<br>Distribution | Step 4<br>Beds at<br>Full<br>Price | Beds at<br>Reduced<br>Price | 4th Quarter<br>Additional Payment Due on Unused Beds<br>(no medical fees since only paid on used beds) | Total<br>Charge |
|------------------|------------------------------|------------------------|------------------|---|---------------|-----------------|-----------------------------|--|-----------------|---|-----------------------------|----------------------------------|------------------------------------|-----------------------------|--|-----------------|
| Bellevue         | 27.00                        | 27.63                  | 0.63             | 3.0   | 0.07%         | 0.6             | (1.8)                       | 0.7  | 6.1             | 3.0   | 0.1                         | 0.0                              | 27.6                               | 0.0                         | 0  | 0               |
| Isaquah          | 2.00                         | 2.10                   | 0.10             | 88.5  | 22.1%         | 0.1             | (25.2)                      | 20.1   | 0.5             | 88.5  | 3.0                         | 23.1                             | 64.7                               | 2.1                         | 0  | 0               |
| Newcastle        | 0.00                         | 0.25                   | 0.25             | 2.0   | 0.5%          | 0.3             | (0.2)                       | 0.5  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.3                                | 0.0                         | 0  | 0               |
| Tukwila          | 11.00                        | 12.80                  | 1.80             | 4.0   | 1.0%          | 0.6             | (2.1)                       | 0.9  | 0.0             | 0.0   | 0.0                         | 0.0                              | 12.8                               | 0.0                         | 0  | 0               |
| Algona           | 3.00                         | 1.16                   | (1.84)           | 2.0   | 0.5%          | 0.3             | (0.2)                       | 0.5  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.0                                | 0.0                         | 0  | 0               |
| Auburn           | 88.50                        | 62.67                  | (25.83)          | 4.0   | 1.0%          | 0.6             | (2.1)                       | 0.9  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.0                                | 0.0                         | 0  | 0               |
| Bothell          | 2.00                         | 1.79                   | (0.21)           | 2.0   | 0.5%          | 0.3             | (0.2)                       | 0.5  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.0                                | 0.0                         | 0  | 0               |
| Burien           | 4.00                         | 1.85                   | (2.15)           | 2.0   | 0.5%          | 0.3             | (0.2)                       | 0.5  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.0                                | 0.0                         | 0  | 0               |
| Covington        | 2.40                         | 0.00                   | (2.40)           | 2.4   | 0.6%          | 0.6             | (2.4)                       | 0.5  | 0.0             | 0.0   | 0.0                         | 0.0                              | 0.0                                | 0.0                         | 0  | 0               |
| Des Moines       | 17.00                        | 7.72                   | (9.28)           | 17.0  | 4.2%          | 1.8             | (9.2)                       | 3.9  | 0.0             | 17.0  | 0.6                         | 4.4                              | 12.4                               | 0.6                         | 0  | 0               |
| Duval            | 1.00                         | 0.00                   | (1.00)           | 1.0   | 0.2%          | 0.0             | (1.0)                       | 0.2  | 0.0             | 1.0   | 0.0                         | 0.0                              | 0.7                                | 0.3                         | 0  | 0               |
| Federal Way      | 29.00                        | 14.24                  | (14.76)          | 29.0  | 7.2%          | 2.8             | (14.6)                      | 6.6  | 0.0             | 29.0  | 1.0                         | 7.6                              | 21.2                               | 7.6                         | 0  | 0               |
| Kenmore          | 3.00                         | 0.00                   | (3.00)           | 3.0   | 0.7%          | 0.0             | (3.0)                       | 0.7  | 0.0             | 3.0   | 0.1                         | 0.8                              | 2.2                                | 0.8                         | 0  | 0               |
| Kirkland         | 12.50                        | 12.24                  | (0.26)           | 12.5  | 3.1%          | 2.8             | (0.2)                       | 2.8  | 2.7             | 0.0   | 0.0                         | 0.2                              | 12.2                               | 0.2                         | 0  | 0               |
| Lake Forest Park | 2.50                         | 0.26                   | (2.24)           | 2.5   | 0.6%          | 0.0             | (2.2)                       | 0.6  | 0.0             | 2.5   | 0.1                         | 0.7                              | 1.8                                | 0.7                         | 0  | 0               |
| Medina           | 0.70                         | 0.53                   | (0.17)           | 0.7   | 0.2%          | 0.0             | (0.2)                       | 0.2  | 0.0             | 0.7   | 0.0                         | 0.2                              | 0.5                                | 0.2                         | 0  | 0               |
| Mercer Island    | 4.00                         | 1.26                   | (2.74)           | 4.0   | 1.0%          | 0.1             | (2.7)                       | 0.9  | 0.0             | 4.0   | 0.1                         | 1.0                              | 2.9                                | 1.0                         | 0  | 0               |
| Normandy Park    | 0.40                         | 0.11                   | (0.29)           | 0.4   | 0.1%          | 0.0             | (0.3)                       | 0.1  | 0.0             | 0.4   | 0.0                         | 0.1                              | 0.3                                | 0.1                         | 0  | 0               |
| North Bend       | 2.00                         | 0.21                   | (1.79)           | 2.0   | 0.5%          | 0.0             | (1.8)                       | 0.5  | 0.0             | 2.0   | 0.1                         | 0.5                              | 1.5                                | 0.5                         | 0  | 0               |
| Redmond          | 20.00                        | 7.70                   | (12.30)          | 20.0  | 5.0%          | 2.8             | (12.2)                      | 4.5  | 0.0             | 20.0  | 0.7                         | 5.2                              | 14.6                               | 5.2                         | 0  | 0               |
| Renton           | 27.00                        | 15.23                  | (11.77)          | 27.0  | 6.7%          | 3.0             | (11.6)                      | 6.1  | 0.0             | 27.0  | 0.9                         | 7.1                              | 19.8                               | 7.1                         | 0  | 0               |
| Sammamish        | 1.50                         | 0.39                   | (1.11)           | 1.5   | 0.4%          | 0.0             | (1.1)                       | 0.3  | 0.0             | 1.5   | 0.1                         | 0.4                              | 1.1                                | 0.4                         | 0  | 0               |
| SeaTac           | 4.10                         | 3.99                   | (0.11)           | 4.1   | 1.0%          | 0.0             | (0.1)                       | 0.9  | 0.8             | 1.5   | 0.0                         | 0.1                              | 1.1                                | 0.1                         | 0  | 0               |
| Seattle          | 155.00                       | 90.93                  | (64.07)          | 155.0   | 38.7%         | 35.2            | (63.0)                      | 35.2   | 0.0             | 155.0   | 5.3                         | 40.5                             | 113.4                              | 40.5                        | 0  | 0               |
| Shoreline        | 18.00                        | 10.53                  | (7.47)           | 18.0  | 4.5%          | 4.1             | (7.3)                       | 4.1  | 0.0             | 18.0  | 0.6                         | 4.7                              | 13.2                               | 4.7                         | 0  | 0               |
| Snoqualmie       | 1.00                         | 0.96                   | (0.04)           | 1.0   | 0.2%          | 0.0             | (0.0)                       | 0.3  | 0.2             | 1.0   | 0.0                         | 0.4                              | 1.0                                | 0.4                         | 0  | 0               |
| Woodinville      | 1.50                         | 0.00                   | (1.50)           | 1.5   | 0.4%          | 0.0             | (1.5)                       | 0.3  | 0.0             | 1.5   | 0.1                         | 0.4                              | 1.1                                | 0.4                         | 0  | 0               |
| <b>Total</b>     | <b>440.10</b>                | <b>276.55</b>          | <b>(163.55)</b>  | <b>400.1</b>  | <b>100.0%</b> | <b>2.8</b>      | <b>(163.6)</b>              | <b>100.0</b>                                     | <b>13.1</b>     | <b>380.5</b>                                      | <b>13.1</b>                 | <b>100.0</b>                     | <b>340.1</b>                       | <b>100.0</b>                | <b>313,091</b>   | <b>568,391</b>  |

"EADP" is the Estimated Average Daily Population - also known as the Yakima Minimum Daily Bed Commitment

Cities with no minimum bed commitment and no jail days (and thus not included above)

|               |             |              |              |
|---------------|-------------|--------------|--------------|
| Beaux Arts    | Clyde Hill  | Kent         | Pacific      |
| Black Diamond | Enumclaw    | Maple Valley | Skykomish    |
| Carnation     | Hunts Point | Milton       | Yarrow Point |

| 2003 Cost Per Bed |               |
|-------------------|---------------|
| Full Price        | Reduced Price |
| \$ 53.55          | \$ 27.75      |

## **Attachment C: Explanation of Annual Reconciliation Per Amendment # 2, Section 3 b.**

### City A

- Minimum bed commitment: 27 beds
- Estimated share of reduced rate beds: 6.1
- 2004 Actual Use: 25 first quarter; 27 second quarter; 30 third quarter; 38 fourth quarter; 30 for the whole year.

By the end of 2004, City A has averaged 30 beds for the whole year; however, its use has fluctuated from quarter to quarter. Each month, City A pays for its actual bed use. At the end of the first quarter, City A pays for two additional beds at the reduced rate (the difference between its actual bed use and its minimum commitment). The second and third quarters, City A pays for its actual bed use (which equaled or exceeded its bed commitment). As part of the fourth quarter reconciliation, City A is given a credit for its first quarter payment for the two additional beds so that the total City A pays for 2004 equals 30 beds (its actual use). Since City A has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to 6.1 reduced rate beds). Accordingly, the 6.1 reduced rate beds are reallocated to the cities which did not meet their bed commitment.

### City B:

- Minimum bed commitment: 2 beds
- Estimated share of reduced rate beds: .5
- 2004 Actual Use: 2 (however, it fluctuates between 1 and 3 from month to month)

By the end of 2004, City B has averaged two beds for the whole year (its minimum bed commitment). However, in January, it used one bed, in February, it used two beds, and in March it used three beds – averaging out to two beds for the quarter. City B pays for one bed in January, two beds in February, and three beds in March. Since City B has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to .5 of a reduced rate bed). Accordingly, this .5 reduced rate bed is reallocated to the cities which did not meet their bed commitment.

### City C:

- Minimum bed commitment: 155 beds
- Estimated share of reduced rate beds: 35
- 2004 Actual Use: 80 (for the purposes of simplicity, assume every month equals 80 beds).

City C's actual use falls short of its minimum bed commitment. Under this proposal, each month, City C pays for the 80 beds it actually used. At end of each quarter, City C pays the difference between its actual use and its minimum bed commitment (in this case, 35 beds at the reduced rate and 40 beds at the full rate).

At the end of the year, a final reconciliation is performed which not only takes into account City C's bed use, but also incorporates any overages from other cities which exceeded their bed commitment. Based on this final calculation, City C receives 5 more of the reduced rate beds (not all of the cities used their reduced rate beds). By the end of the year, City C will have paid for 40 beds at the reduced rate (35 from the original allocation plus 5 more beds from cities which didn't need the reduced rate beds) and 115 beds at the full rate for a total of 155 beds.



# *City of Tukwila*

6200 Southcenter Boulevard • Tukwila, Washington 98188

Steven M. Mullet, Mayor

TO: Fellow City Clerks  
FROM: Jane Cantu, CMC  
RE: Signature Pages for the Second Amendment to the Interlocal Agreement  
between King County Cities and Yakima County.  
DATE: May 18, 2005

I'm happy to report that Yakima County has returned the signature pages from the above agreement. Enclosed for your records is a photocopy of your city's signature pages now signed by the Yakima County Board of Commissioners. Yakima County retained the original signature pages for their records.

Thanks for your help in getting these documents signed by your city officials and sent to me. Your efforts were much appreciated.

The best to you and yours.

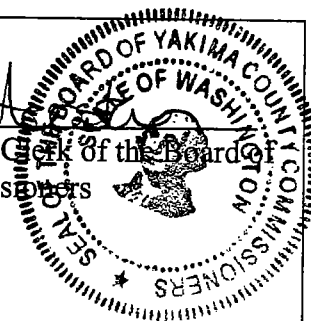
/jec

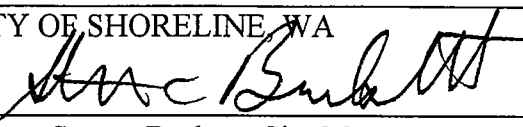
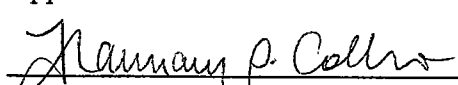
Enc.



- H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

|   |  |
|---|--|
| <p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: <u>James M. Lewis</u><br/>James M. Lewis, Chairman</p> <p>By: <u>Ronald F. Gamache</u><br/>Ronald F. Gamache, Commissioner</p> <p>By: <u>Jesse S. Palacios</u><br/>Jesse S. Palacios, Commissioner</p> | <p>ATTEST:</p> <p><u>Sandra J. A...</u><br/><del>Deputy Clerk of the Board of</del><br/>Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____<br/>Ronald S. Zirkle<br/>Yakima County Prosecuting Attorney</p> |
| <p>CITY OF ALGONA, WA</p> <p>By: _____<br/>Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>George Kelley, Algona City Attorney</p>   |
| <p>CITY OF AUBURN, WA</p> <p>By: _____<br/>Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Daniel B. Heid, Auburn City Attorney</p>  |
| <p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____<br/>Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Wayne Stewart, Town Attorney</p>  |
| <p>CITY OF BELLEVUE, WA</p> <p>By: _____<br/>Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>  | <p>Approved as to Form:</p> <p>_____<br/>Lori Riordan, Acting City Attorney</p>  |
| <p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____<br/>Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>   | <p>Approved as to Form:</p> <p>_____<br/>Loren D. Combs, City Attorney</p>   |



|  |  |
|--|--|
| _____, City Manager<br>Estimated ADP: _____  | Robert L. McAdams, SeaTac City Attorney  |
| CITY OF SEATTLE, WA<br><br>By: _____<br>Gregory J. Nickels, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Thomas A. Carr, Seattle City Attorney   |
| CITY OF SHORELINE, WA<br>By: <br>Steven Burkett, City Manager<br>Estimated ADP: _____ | Approved as to Form:<br><br><br>Ian Sievers, Shoreline City Attorney<br>Flannery Collins Assistant |
| CITY OF SKYKOMISH, WA<br><br>By: _____<br>Skip Mackner, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Skykomish City Attorney   |
| CITY OF SNOQUALMIE, WA<br><br>By: _____<br>Randy Fuzzy Fletcher, Mayor<br>Estimated ADP: _____   | Approved as to Form:<br><br>_____<br>Pat Anderson, Snoqualmie City Attorney  |
| CITY OF TUKWILA, WA<br><br>By: _____<br>Steve Mullet, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Robert F. Noe, City Attorney  |
| CITY OF WOODINVILLE, WA<br><br>By: _____<br>Pete Rose, City Manager<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Wayne D. Tanaka, Woodinville City Attorney  |
| TOWN OF YARROW POINT<br><br>By: _____<br>Jeanne R. Berry, Mayor<br>Estimated ADP: _____  | Approved as to Form:<br><br>_____<br>Wayne Stewart, Yarrow Point Town Attorney   |

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Steve Bickett, to me known to be the City Manager/Mayor of the City/Town of Shoreline, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this 10<sup>th</sup> day of January, 2002. 5 <sup>SM</sup>

Sharon Mattioli

(notary signature)

Sharon Mattioli

(typed/printed name of notary)

Washington

Notary Public in and for the State of

My commission expires: 8/9/06

Interlocal to be filed with the Yakima County Auditor

**CERTIFICATION**

I, THE UNDERSIGNED, SCOTT PASSEY, DEPUTY CITY CLERK OF THE CITY OF SHORELINE, WASHINGTON. CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF 2nd Amendment to

Interlocal Agreement w/ Yakima County

SUBSCRIBED AND SEALED THIS 10<sup>th</sup> DAY OF January 2005

Scott Passey  
SCOTT PASSEY  
DEPUTY CITY CLERK